

STATEMENT UNDER 37 CFR 3.73(b)

| | | | |
|--|---|------------------|------------|
| Applicant/Patent Owner | Scimed Life Systems, Inc. | | |
| Application No./ Patent No. | 10/586020 | Filed/Issue Date | 07/14/2006 |
| Entitled | METHODS AND APPARATUS FOR MEDICAL IMAGING | | |
| Name of Assignee | Boston Scientific Scimed, Inc. | | |
| Type of Assignee (corporation, partnership, university) | Corporation | | |

states that it is:

- 1 ☒ the assignee of the entire right, title and interest; or
- 2 ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____%

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 019037, Frame 0607, or for which a copy thereof is attached.

or

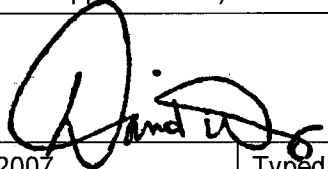
- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached

[] Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee:

| | | | |
|-----------|---|------------|---------------|
| Signature |  | | |
| Date | 12/28/2007 | Typed Name | David E. Wang |
| Telephone | (949) 567-6700 | Title | Attorney |

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 1222 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comment on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patent, P.O. Box 1450, Alexandria, VA 22313-1450.

TO:ORRICK HERRINGTON & SUTCLIFFE COMPANY:4 PARK PLAZA, SUITE 1600

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 20, 2007

PTAS

500242726AORRICK HERRINGTON & SUTCLIFFE
4 PARK PLAZA, SUITE 1600
IRVINE, CA 92614***500242726A***UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/20/2007

REEL/FRAME: 019037/0607

NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 701470.4182

ASSIGNOR:

UNIVERSITY OF HOUSTON

DOC DATE: 11/20/2006

ASSIGNEE:

BOSTON SCIENTIFIC SCIMED, INC.
ONE SCIMED PLACE
MAPLE GROVE, MINNESOTA 55311-1566

SERIAL NUMBER: 10586020

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

TITLE:

USPTO

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ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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PATENT ASSIGNMENT

Electronic Version v1.1

03/20/2007

Stylesheet Version v1.1

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| | |
|---|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| University of Houston | 11/20/2006 |
| RECEIVING PARTY DATA | |
| Name: | Boston Scientific Scimed, Inc. |
| Street Address: | One SciMed Place |
| City: | Maple Grove |
| State/Country: | MINNESOTA |
| Postal Code: | 55311-1566 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10586020 |
| CORRESPONDENCE DATA | |
| Fax Number: | (949)567-6710 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 9495676700 |
| Email: | ipprosecution@orrick.com |
| Correspondent Name: | Orrick Herrington & Sutcliffe |
| Address Line 1: | 4 Park Plaza, Suite 1600 |
| Address Line 4: | Irvine, CALIFORNIA 92614 |
| ATTORNEY DOCKET NUMBER: | 701470.4182 |
| NAME OF SUBMITTER: | David E. Wang |
| Total Attachments: 7 source=701470_4182_assign#page1.tif source=701470_4182_assign#page2.tif source=701470_4182_assign#page3.tif source=701470_4182_assign#page4.tif source=701470_4182_assign#page5.tif | |

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PATENTS AND INVENTIONS PURCHASE AGREEMENT

This Patents and Invention Purchase Agreement (the "Agreement") is made and entered into this 20th day of November, 2006, by and between Boston Scientific Scimed, Inc., a Minnesota Corporation with a place of business at One Scimed Place, Maple Grove, Minnesota 55311 ("Boston Scientific") and University of Houston, an agency of the State of Texas pursuant to Chapter 111, Texas Education Code, with a place of business at Office for Intellectual Property Management, E. Cullen Bldg., Room 316, 4800 Calhoun St., Houston, TX 77204 ("UH"). The signatories to this Agreement shall be collectively referred to as the "Parties" and individually as a "Party", as applicable.

WHEREAS UH is the owner of all right, title and interest in and to PCT/US05/01436 filed on January 14, 2005, and entitled "Methods and Apparatuses for Medical Imaging" (the "Patents") and the Inventions described therein (the "Inventions");

WHEREAS Boston Scientific desires to purchase all right, title and interest in and to the Patents and Inventions;

WHEREAS Boston Scientific desires to develop, manufacture, sell and commercialize products described in or covered by one or more claims of the Patents and Inventions (the "Products"); and

WHEREAS UH is willing to sell and assign all of its right, title and interest in and to the Patents and Inventions to Boston Scientific;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Assignment

1.1. UH hereby sells, assigns and transfers to Boston Scientific all of its right, title and interest in and to: (a) the Patents and Inventions, the same to be held and enjoyed by Boston Scientific for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which the Patents and Inventions is granted or may be reissued, as fully and entirely as the same would have been held and enjoyed by UH if this assignment and sale had not been made, and (b) all claims for damages by reason of patent infringement of the Patents and Inventions, including all claims for past, present and future infringements, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives. UH agrees to execute and deliver to Boston Scientific upon receipt of payment, an Assignment in the form attached as Attachment A hereto.

1.2. Boston Scientific hereby agrees to accept all responsibility for maintaining the Patents and Inventions from the date of this Agreement, including paying all maintenance fees and conducting and prosecuting any and all post-issuance proceedings and actions relating to the Patents and Inventions.

1.3. Boston Scientific hereby accepts assignment of the Patents and Inventions and, in consideration thereof, agrees to pay UH in accordance with the provisions of Section 2 below.

2. Payment

2.1. Purchase Payment. Boston Scientific shall pay UH three hundred thousand dollars (\$300,000) by December 31, 2006.

2.2. Prosecution Costs. Boston Scientific shall reimburse UH thirty three thousand three hundred sixty three dollars (\$ 33,363.00) for out of pocket costs associated with the prosecution of the Patents and Inventions by December 31, 2006.

3. Representations and Warranties

3.1. UH represents and warrants that to the best of its knowledge it is the sole owner of all title and interest in the Patents and Inventions. UH further represents that it has not transferred, assigned, conveyed, or pledged any or all of its right, title and interest and to the Patents or the Inventions. UH further warrants that as the date of this Agreement, UH is not a party to any agreement or understanding, oral or written, which would, in any manner, be inconsistent with the rights granted herein in Boston Scientific.

3.2. UH represents, warrants and covenants that the consideration set forth in Article 2 above: (a) is not related in any way to any purchase, recommendation or referral of any Boston Scientific Corporation products or services; and (b) represents the total compensation due to UH for the Patents and Inventions and no other compensation is or will be due to UH or any other person or entity relating to the Patents and Inventions. Neither UH, nor any other person associated with it, shall receive any royalty or other remuneration on the production or distribution of any Products by Boston Scientific Corporation.

3.3. As of the date of this Agreement, UH represents and warrants that neither it, nor any of its officers, directors, owners, employees or agents is excluded, debarred, suspended or otherwise ineligible to participate in U.S. government health care programs (e.g., Medicare, Medicaid, CHAMPUS) or U.S. government procurement and non-procurement programs.

4. Assignment

4.1. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties. All provisions of this Agreement referring to Boston Scientific shall apply to any successor and assign of Boston Scientific as if originally applicable thereto.

4.2. Any subsequent assignment of the title, rights and interest in and to the Patents and/or the Inventions by Boston Scientific shall include and require compliance with all of the provisions of this Agreement applicable to Boston Scientific, including but not limited to the indemnification provisions set forth in section 6 below.

5. Infringement Actions

5.1. Boston Scientific shall have the sole right to prosecute any action, suit or proceeding necessary to prevent infringement by others of the Patents and Inventions, and shall pay all expenses, including attorneys' fees, associated with any such action, suit or proceeding.

5.2. In connection with any such actions, suits or proceedings, UH shall assist Boston Scientific whenever requested to do so by Boston Scientific at Boston Scientific's expense, including any attorneys' fees, and shall execute all agreements, instruments or other documents necessary or desirable for such assistance.

6. Notice

All notices hereunder, including requests for assistance, shall be in writing and shall be given whether by prepaid personal delivery or facsimile copy (prepaid) or by registered or certified mail (postage prepaid) to the appropriate party at the address set out below and the date of such personal delivery, facsimile copy transmission or mailing shall be the date of the giving of such notice.

The University of Houston

316 E. Cullen Building
Houston, TX 77204-2015
Attn: John P. Warren, Jr.

713-743-9577 Fax

Boston Scientific Scimed, Inc.

One Scimed Place
Maple Grove, MN 55311
Attn: Patent Counsel

763-494-2180 Fax

7. Miscellaneous

7.1. Severability. Any provision of this Agreement which if found to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision contained in this Agreement shall be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law then in effect.

7.2. Further Assurances and Cooperation. From time to time on and after the date of this Agreement, each party hereto will promptly execute and deliver all such further instruments and documents, and will promptly take all such further actions, as the other party thereto may reasonably request in order to effect or confirm the transactions hereby contemplated and to carry out the purposes of this Agreement.

7.3. Governing Law. This Agreement will to the maximum lawful extent be governed by and interpreted and construed in accordance with the laws of the State of Texas, as applied to contracts made, and entirely to be performed, within Texas, and without reference to principles of conflicts or choice of law. Any legal actions relating to this Agreement shall be brought in the federal or state courts of the State of Texas, and the parties hereto consent to the jurisdiction of such courts in connection with any such legal actions.

7.4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

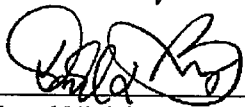
7.5. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.6. Use of Names. Neither Party shall use the name of the other Party or of any trustee, director, officer, staff member, employee, student or agent of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the Party or individual whose name is to be used.

7.7. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties, and supersedes any prior understandings or agreements between them, with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as a sealed instrument as of the date first written above.

The University of Houston



Donald L. Birk

Vice Chancellor / Vice President for Research


Boston Scientific Scimed, Inc.



Chris Japp

Vice President and General Manager of Imaging

APPROVED AS TO FORM


OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM

Attachment A
ASSIGNMENT

This Agreement and Assignment of patents and patent applications ("Agreement and Assignment") is entered in this 20th day of November, 2006, by and among Boston Scientific Scimed, Inc., a Minnesota Corporation with a place of business at One Scimed Place, Maple Grove, Minnesota 55311, together with its Affiliates ("Assignee"), and University of Houston, an agency of the State of Texas pursuant to Chapter 111, Texas Education Code, with a place of business at Office for Intellectual Property Management, E. Cullen Bldg., Room 316, 4800 Calhoun St., Houston, TX 77204 ("Assignor"). The signatories to this Agreement shall be collectively referred to as the "Parties" and individually as a "Party", as applicable.

WHEREAS, Assignor is the owner of the patents identified on Exhibit A hereto and the inventions disclosed and claimed therein; and

WHEREAS, Assignor desires to sell, assign and transfer to Assignee, and Assignee desires to acquire from Assignor its entire right, title and interest in the patents and patent applications identified on Exhibit A hereto and the inventions disclosed and claimed therein; and

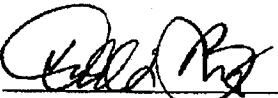
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. According to the terms, conditions and consideration set forth in the parties' Patents and Inventions Purchase Agreement, Assignor hereby assigns, transfers, and conveys to Assignee its entire right, title, and interest in and to the patents and patent applications in any or all countries identified on Exhibit A and all inventions and discoveries embodied therein, including all divisional, renewal, substitute, continuation, and continuation-in-part based in whole or in part upon said patents, and every priority right that is or may be predicated upon or arise therefrom;
2. Transfer. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all patents and patent applications listed on Exhibit A to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct; and

3. Warranties and Representations. Assignor warrants and represents that (a) the execution and delivery of this Agreement and Assignment will and did not result in violation of or default under the policies of Assignor's present or past employers or under the terms of any employment, consulting, nondisclosure, confidentiality, research or other agreement to which Assignor is or may become a party; (b) to the best of its knowledge and belief, Assignor held the right to grant the original assignment of the patent and patent applications listed on Exhibit A; (c) to the best of its knowledge and belief, there is no other person, firm or corporation claiming to have, through Assignor, any title or interest in or to any of the patents and patent applications listed on Exhibit A; (d) to the best of its knowledge and belief, there are currently no outstanding claims of any kind related to any of the patents and patent applications listed on Exhibit A, or to any know-how, trade secrets, techniques, processes or other confidential relating thereto and Assignor has not and agrees not to grant any option, licenses or agreements to any third party relating to the patents and patent applications listed on Exhibit A; (e) Assignor has full power to assign the right, title, and interest in the patents and patent applications listed on Exhibit A and to enter into this Agreement and Assignment; (f) to the best of its knowledge and belief, there is no action proceeding or investigation pending or threatened, or judgment, decree, ruling or order outstanding against Assignor, or in any manner involving Assignor, which might affect the rights granted to Assignee under this Agreement and Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and Assignment effective as of the day and year first above written.

The University of Houston


By: 

Print Name: Donald L. Birx

Title: Vice Chancellor for Research

Dated: December 7, 2006

APPROVED AS TO FORM


OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM

Boston Scientific Scimed, Inc.

By: 

Print Name: Chris Japp

Title: VP and General Manager of Imaging

Dated: November 21, 2006

EXHIBIT A
PATENTS AND PENDING PATENT APPLICATIONS

| Patent/Appl. No. | Title | File Date | Grant Date |
|-------------------------|---|------------------|-------------------|
| PCT/US05/01436 | Methods and Apparatuses for Medical Imaging | Jan 14, 2005 | N/A |